

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
YAVAPAI COUNTY

THIS AGREEMENT is entered into April 28th, 2003, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, DEPARTMENT OF TRANSPORTATION, acting by and through its INTERMODAL TRANSPORTATION DIVISION (the "State") and YAVAPAI COUNTY, acting by and through its BOARD OF SUPERVISORS (the "County").

I. RECITALS

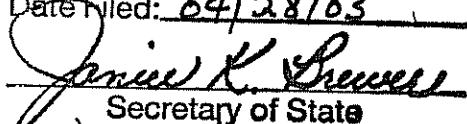
1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The County is empowered by Arizona Revised Statutes Section 11-201 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the County.

3. The State and the County desire to participate in the design, construction and maintenance of a new warranted traffic signal and shall include, but not be limited to: related geometric improvements at the intersection of State Route 89A (SR 89A) @ Zalesky Road, hereinafter referred to as the "Project", at an estimated total Project cost of \$470,000.00, for the safety and benefit of the traveling public. The parties hereto agree that the State shall be the lead agency for the Project.

4. The construction cost of the three-legged intersection will be paid 2/3 by the State and 1/3 by the County, currently estimated at \$335,000.00. The construction cost for the fourth leg of the intersection (west side of SR89A) will be paid solely by the County, currently estimated at \$135,000.00.

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows:

NO. 25973
Filed with the Secretary of State
Date Filed: 04/28/03

Secretary of State

By: 

II. SCOPE OF WORK

1. The State will:

a. Provide design plans, specifications and such other documents and services required for construction bidding and construction. Incorporate or resolve County review comments.

b. Be responsible for 2/3 cost of the three-legged traffic signal Project \$223,500.00 (based on the estimated amount of \$335,000.00).

c. Call for bids and award one or more construction contracts for the Project, administer same, and make all payments to contractor(s). Be responsible for its proportionate share of any cost increases, and for any contractor claims for extra compensation due to delays or whatever reason attributable to the State.

d. Upon completion, invoice the County for 1/3 of the actual construction cost of the three-legged traffic signal Project and the actual cost of construction of the fourth leg. Based on the estimated amount of \$335,000.00 for the cost of the three-legged traffic signal Project, the County's 1/3 participation is estimated to be \$111,500.00, plus an additional estimated \$135,000.00 solely from the County for the actual construction cost of the fourth leg of the traffic signal, for a total invoice estimate of \$246,500.00.

e. Upon completion and acceptance of the Project by the State, provide maintenance to the signal and ancillary equipment, all at State expense.

2. The County will:

a. Be responsible for 1/3 of the actual construction costs of the three-legged traffic signal Project estimated at \$111,500.00 (based on a total project cost of \$335,000.00) and an additional estimated \$135,000.00 solely from the County for the actual construction cost of the fourth leg of the traffic signal, for a total estimated cost of \$246,500.00. Be responsible for its proportionate share of any Project cost increases, and for any contractor claims for extra compensation, due to delays or whatever reason attributable to the County.

b. Upon completion and within 30 days of receipt of an invoice, pay the State the County's share for the actual construction cost of the Project, in an amount currently estimated at \$246,500.00.

c. Upon completion and acceptance of the Project, provide electrical energy to operate the signal, all at County expense. Grant the State perpetual right of entry access outside the State rights-of-way as required to perform maintenance of the signal and ancillary equipment.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said Project and any reimbursements; provided, however, that this agreement, except any provisions herein for maintenance and electrical energy, which shall be perpetual, may be cancelled at any time prior to the advertisement of the Project construction contract, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy, which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

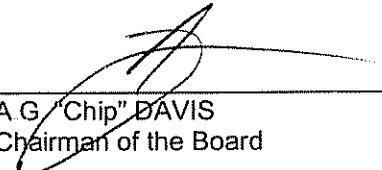
Yavapai County
County Manager
1015 Fair Street
Prescott, AZ 86401

7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

YAVAPAI COUNTY

By


A.G. "Chip" DAVIS
Chairman of the Board

STATE OF ARIZONA


Department of Transportation

By


MICHAEL P. MANTHEY, P.E.
State Traffic Engineer

ATTEST

By


BEV STADDON
Clerk of the Board

**CERTIFIED COPY OF ENTRY IN OFFICIAL MINUTES
OF THE YAVAPAI COUNTY BOARD OF SUPERVISORS**

YAVAPAI COUNTY)
) ss.
ARIZONA)

Bev Staddon, having been first duly sworn, deposes and says:

I am the duly appointed, qualified and acting Clerk of the Yavapai County Board of Supervisors and in such capacity under the provisions of ARS §11-241 am charged with the responsibilities, among others, of recording all proceedings of the Board and maintaining custody of such records of the Board as are required by law to be maintained. Among the records of which I have custody is the official minute book of the Board of Supervisors which under the provisions of ARS §11-217 is required to be made and kept.

Set forth below is a copy of an entry in the aforesaid minute book of which, as aforesaid, I am the officer having the legal custody. This is my certificate under the provisions of Rule 44(A), Rules of Civil Procedure, and the Uniform Business Records Act, that the said copy is a true and correct copy thereof, to which I attest by my signature subscribed hereunto:

Date of meeting of which the minutes are a record: March 17, 2003.

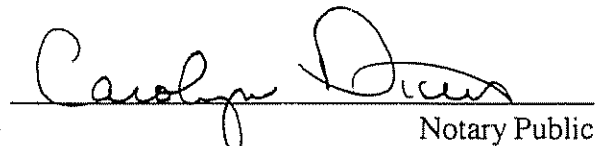
The entry in the said minutes:

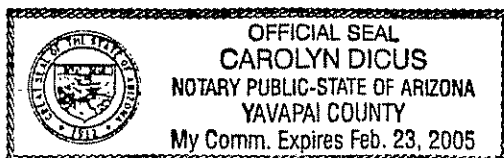
1. Consider approval of Intergovernmental Agreement JPA 02-109 with the State of Arizona for the construction of a traffic signal at the intersection of State Route 89A and Zalesky Road, Cottonwood/Bridgeport area, at a total cost of \$246,500 (\$111,500 County cost & \$135,000 private property owner). Half-cent sales tax project. Regional Road Program Manager Phil Bourdon answered questions related to this request for approval of the agreement. Approved by unanimous vote. Motion by Chairman Davis, second by Supervisor Brownlow. No comments from the public.


Bev Staddon, Clerk

SUBSCRIBED AND SWORN to before me April 7, 2003

My Commission Expires:

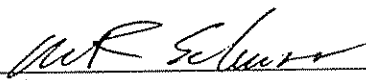

Notary Public



APPROVAL OF THE YAVAPAI COUNTY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and YAVAPAI COUNTY and declare this agreement to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona.

DATED this 6th day of March 2003



County Attorney



OFFICE OF THE ATTORNEY GENERAL
STATE OF ARIZONA

TERRY GODDARD
ATTORNEY GENERAL

CIVIL DIVISION
TRANSPORTATION SECTION
WRITER'S DIRECT LINE: 602.542.8837


INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR02-2125TRN (JPA 02-109), an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED April 21, 2003.

TERRY GODDARD
Attorney General


JAMES R. REDPATH
Assistant Attorney General
Transportation Section

/ss

att.

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